CB 200 REV. 1-67
100M 1-67

Monsanto COMPANY

Defendant's Exhibit No. 519

INV

Customer Original Invoice

SHIPPER'S NO.	DISTRICT	DATE ENTERED	CUSTOMER'S ORDER NO.	INVOICE DATE	INVOICE NUMBER

TERMS	DATE SHIPPED	CAR INITIALS AND NO

PREPAID OR COLLECT - ROUTING

DELIVERY F. O. B.

SHIPPED FROM	WHSE. CODE	BOOKED THRU	COPIES CODE	CUST. FORM

SOLD TO

SHIPPED TO

PAYMENT

PLEASE MAKE CHECKS PAYABLE TO

MONSANTO COMPANY

MAIL TO NEAREST P.O. BOX LISTED BELOW

P.O. BOX 1487
CHURCH ST. STATION
NEW YORK, NEW YORK 10008

P.O. BOX 3248
SAN FRANCISCO
CALIFORNIA 94118

P.O. BOX 426
ST. LOUIS
MISSOURI 63166

DESCRIPTION	QUANTITY	PRICE & UNIT	AMOUNT

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

Monsanto

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1/3/66

TERMS AND CONDITIONS

1. FORCE MAJEURE. Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of any product or of a material upon which the manufacture of the goods is dependent. If, because of any of the foregoing circumstances, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries shall be suspended and/or cancelled without liability, but the contract shall otherwise remain unaffected.

2. DEFAULT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend deliveries hereunder in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's credit or responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. WEIGHTS AND CONTAINERS. In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where or when returnable use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. WARRANTY. Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.

6. LIMIT OF LIABILITY. All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy and Seller's limit of liability for any and all losses or damages resulting from defective goods or from any other cause shall be for the purchase price of the particular delivery with respect to which losses or damages are claimed plus any transportation charges paid by Buyer. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.

8. FREIGHT - TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. LOSS IN TRANSIT. In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. PLASTIC MATERIALS. Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
   (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
   (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. FAIR LABOR STANDARDS ACT. The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. MISCELLANEOUS. This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

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